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Attorneys for Plaintiff ERIK BROWN
individually and on behalf of others
similarly situated and aggrieved

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ERIK BROWN individually and on behalf
of others similarly situated and aggrieved

Plaintiff

v.

CEDARS-SINAI MEDICAL CENTER a
California corporation; and DOES 1
through 50, inclusive,

Defendants

CASE NO.

CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Split Shift Wages
6. Failure to Timely Pay Wages
7. Failure to Pay All Wages Due to Discharged and Quitting Employees
8. Failure to Furnish Accurate Itemized Wage Statements
9. Failure to Maintain Required Records
10. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
11. Unfair and Unlawful Business Practices

**COLLECTIVE ACTION COMPLAINT
FOR:**

12. Failure to Pay All Wages and Overtime Compensation in Violation of the Fair Labor Standards Act

DEMAND FOR JURY TRIAL

NATURE OF ACTION

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2 1. Plaintiff ERIK BROWN, an individual (“PLAINTIFF”), brings this class
3 action and representative action case on behalf of himself and all other similarly situated
4 and aggrieved current and former non-exempt employees, who worked in the State of
5 California for defendant CEDARS-SINAI MEDICAL CENTER, a California
6 corporation; and DOES 1 through 50 inclusive, (collectively, “DEFENDANTS”) during
7 the relevant statutory periods (“CLASS MEMBERS”) to remedy DEFENDANTS’ illegal
8 wage payment policies and practices, for which PLAINTIFF seeks damages, restitution,
9 penalties, injunctive relief, interest, attorneys’ fees and costs, and all other legal and
10 equitable remedies deemed just and proper under California law.

11 **JURISDICTION AND VENUE**

12 2. Pursuant to 28 U.S.C. § 1332(d)(2)(A) (the Class Action Fairness Act), this
13 Court has original jurisdiction over this matter because it is a proposed class action case
14 in which PLAINTIFF, CLASS MEMBERS and DEFENDANTS are citizens of different
15 States and the matter in controversy exceeds the sum value of \$5,000,000.00, exclusive
16 of interest and costs.

17 3. Further, pursuant to 29 U.S.C. § 216(b), an action such as this one “may be
18 brought in in any Federal or State court of competent jurisdiction by any one or more
19 employees for and in behalf of himself or themselves and other employees similarly
20 situated.”

21 4. This Court’s exercise of personal jurisdiction over DEFENDANTS is proper
22 because DEFENDANTS have, at all relevant times, engaged in the illegal acts and
23 omissions, which are the subject of this matter, to establish sufficient minimum contacts
24 with the State of California.

25 5. Pursuant to 28 U.S.C. § 1391(b)(2), venue is proper in this judicial district
26 because a substantial part of the events or omissions giving rise to the claims in this
27 matter including occurred in this judicial district.

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PLAINTIFF AND CLASS MEMBERS

6. PLAINTIFF is a resident of the State of California and a former employee of DEFENDANTS. DEFENDANTS employed PLAINTIFF in a non-exempt position in DEFENDANTS' "Cedars-Sinai Medical Center" located in Los Angeles, California and until around June, 2017. PLAINTIFF reserves the right to name additional class representatives.

7. CLASS MEMBERS are similarly situated and aggrieved current and former non-exempt employees of DEFENDANTS who worked for DEFENDANTS in the State of California at any time during the four (4) years prior to the filing of this action and ending at the time this action settles or proceeds to final judgment (the "CLASS PERIOD").

DEFENDANTS AND DOES 1-50

8. PLAINTIFF is informed, believes and thereon alleges that defendant CEDARS SINAI MEDICAL CENTER, INC. ("CEDARS-SINAI") is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that CEDARS-SINAI is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, CEDARS-SINAI maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

9. PLAINTIFF is informed, believes and thereon alleges that Defendant CEDARS-SINAI MEDICAL CENTER ("CEDARS-SINAI") is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that CEDARS-SINAI is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, CEDARS-SINAI maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

1 10. PLAINTIFF does not know true names and capacities of DOES 1 through
2 50, inclusive, at this time and, therefore, sues such DOES as defendants under fictitious
3 names. PLAINTIFF is informed, believes and thereon alleges that each defendant
4 designated as a DOE is in some manner highly responsible for the occurrences alleged
5 herein and that their acts and omissions proximately caused PLAINTIFF'S and CLASS
6 MEMBERS' injuries. PLAINTIFF shall seek leave of this Court to amend this Complaint
7 to allege the true names and capacities of such DOES when ascertained.

8 11. PLAINTIFF is informed, believes and thereon alleges that DEFENDANTS
9 and DOES 1 through 50, inclusive, at all relevant times, were the joint employers, alter
10 egos, divisions, affiliates, integrated enterprises, subsidiaries, parents, principals, sisters,
11 related entities, co-conspirators, agents, partners, joint venturers, servants, joint
12 enterprisers, and/or guarantors, actual or ostensible, of each other and that
13 DEFENDANTS and DOES 1 through 50, inclusive, performed the acts and omissions
14 that proximately caused PLAINTIFF'S and CLASS MEMBERS' injuries in concert with
15 each other.

16 12. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were
17 employed by DEFENDANTS under employment agreements that were partly written,
18 partly oral, and partly implied. In perpetrating the acts and omissions alleged herein,
19 DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies
20 and practices of not paying PLAINTIFF and CLASS MEMBERS all wages earned and
21 due, through methods and schemes which include, but are not limited to, failing to
22 provide meal periods (or to pay compensation for a lack thereof); failing to provide rest
23 periods (or to pay compensation for a lack thereof); failing to pay minimum wages;
24 failing to pay overtime wages; failing to properly maintain records; failing to provide
25 accurate itemized statements for each pay period; and failing to pay all wages due to
26 discharged and quitting employees, all in violation of the California Labor Code and the
27 applicable Industrial Welfare Commission ("IWC") Wage Orders.

28 13. PLAINTIFF is informed and believes, and thereon alleges, that each and

every one of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of, each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

14. As a direct and proximate result of the unlawful actions of DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

CLASS ALLEGATIONS

15. At all relevant times, DEFENDANTS acted pursuant to, and in furtherance of, their uniform business policies and practices of failing to pay PLAINTIFF and CLASS MEMBERS all wages earned and due to them by and through methods and schemes which include, but are not limited to, failing to timely provide compliant meal periods (or to pay compensation for a lack thereof); failing to timely provide compliant rest periods (or to pay compensation for a lack thereof); failing to pay all minimum wages due; failing to pay all overtime wages due; failing to pay split shift wages due; failing to timely pay all wages due during employment; failing to timely pay all wages to due at time of discharge or quitting; failing to provide accurate itemized statements; failing to maintain accurate records; and failing to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurred in discharging their duties.

16. DEFENDANTS' acts and omissions are in violation of the California Labor Code, the applicable Industrial Welfare Commission ("IWC") Wage Order and the California Business and Professions Code, which prohibits such unfair business practices.

17. As a direct and proximate result of DEFENDANTS' unlawful acts and omissions, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings and other remunerations in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

1 18. Accordingly, PLAINTIFF brings this class and representative action to
2 recover, among other things: wages and penalties from unpaid wages earned and due,
3 including, but not limited to, unpaid meal premium payments, unpaid rest premium
4 payments, unpaid minimum wages, unpaid overtime wages, unpaid split shift wages,
5 amounts due for failure to timely pay all wages due during employment; amounts due for
6 failure to timely pay all wages to due at time of discharge or quitting, amounts due for
7 failure to provide accurate itemized wage statements, amounts due for failure to maintain
8 required records, amounts due for failure to indemnify employees for necessary
9 expenditures and/or losses incurred in discharging their duties, and interest, attorneys'
10 fees, costs, and expenses.

11 **PROPRIETY OF CLASS ACTION**

12 19. This action is appropriately suited for class treatment because:

13 a. The potential class is a significant number and joinder of all current
14 and former employees individually would be impracticable.

15 b. This action involves common questions of law and fact to the
16 potential class because the action focuses on DEFENDANTS' illegal practices and
17 policies, which were applied to all non-exempt employees in violation of the California
18 Labor Code, the applicable IWC Wage Order, and the California Business and
19 Professions Code, which prohibits unfair business practices arising from such violations.

20 c. PLAINTIFF'S claims are typical of CLASS MEMBERS' claims
21 because DEFENDANTS subjected all non-exempt employees to the same violations of
22 the California Labor Code, the applicable IWC Wage Order, and the California Business
23 and Professions Code.

24 d. PLAINTIFF does not have any interests adverse to the interests of
25 CLASS MEMBERS and will fairly and adequately protect the interests of all CLASS
26 MEMBERS.

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FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 12]

(Against all DEFENDANTS)

20. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

21. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices designed to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take late meal periods, take less than a 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code §§ 226.7, 512 and IWC Wage Order No. 5-2001, § 12.

22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable IWC Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

23. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

24. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

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SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]

(Against all DEFENDANTS)

25. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

26. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

27. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

28. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]

(Against all DEFENDANTS)

29. PLAINTIFF incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

30. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the

1 regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty
2 (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday,
3 with double time for all hours worked in excess of twelve (12) hours in any workday and
4 for all hours worked in excess of eight (8) hours on the seventh consecutive day of work
5 in any workweek.

6 31. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
7 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC
8 Wage Order No. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to
9 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as
10 required under the foregoing provisions of the California Labor Code and IWC Wage
11 Order by, among other things, failing to pay overtime at one and one-half (1 ½) or double
12 the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC
13 Wage Order No. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS
14 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and
15 CLASS MEMBERS to work through meal and rest breaks; and illegally and inaccurately
16 recording time in which PLAINTIFF and CLASS MEMBERS worked.

17 32. In violation of California law, DEFENDANTS have knowingly and willfully
18 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS
19 for all wages earned and all hours worked. As a proximate result, PLAINTIFF and
20 CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to
21 the use and enjoyment of such wages, lost interest on such wages, and have incurred
22 expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their
23 obligations under state law, all to recover their respective damages in amounts according
24 to proof at time of trial, and within the jurisdiction of this Court.

25 33. DEFENDANTS' conduct described herein violates California Labor Code
26 §§ 510, 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to
27 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable
28 provisions under the California Labor Code and IWC Wage Orders, PLAINTIFF and

1 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
2 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay Minimum Wages**

5 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

6 **(Against all DEFENDANTS)**

7 34. PLAINTIFF refers to and incorporates by reference all facts alleged in
8 paragraphs 1-19 as if fully set forth herein.

9 35. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No.
10 5-2001, § 4, payment to an employee of less than the applicable minimum wage for all
11 hours worked in a payroll period is unlawful.

12 36. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
13 CLASS MEMBERS minimum wages for all hours worked by, among other things:
14 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the
15 clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work
16 through meal and rest breaks; illegally and inaccurately recording time in which
17 PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
18 PLAINTIFF'S and CLASS MEMBERS' records; failing to provide accurate itemized
19 wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other
20 methods to be discovered.

21 37. DEFENDANTS' conduct described herein violates California Labor Code
22 §§ 1194, 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the
23 aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in
24 an amount according to proof at trial. Therefore, pursuant to California Labor Code §§
25 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code
26 and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
27 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
28 attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay Split Shift Wages

[Cal. Code Regs. § 11040; IWC Wage Order No. 5-2001, § 4]

(Against All DEFENDANTS)

38. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

39. Pursuant to IWC Wage Order No. 5-2001, § 4 and California Code of Regulations, title 8, § 11040, employers are required pay their non-exempt employees one (1) hour's pay at the minimum wage in addition to the minimum wage for that workday when their employees' work schedules are interrupted by non-paid and non-working periods established by the employer, other than bona fide rest or meal periods.

40. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay PLAINTIFF and CLASS MEMBERS all split shift wage premiums due pursuant to IWC Wage Order No. 5-2001, § 4 and California Code of Regulations, title 8, § 11040.

41. DEFENDANTS' conduct described herein violates IWC Wage Order No. 5-2001, § 4 and California Code of Regulations, title 8, § 11040. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 210, 226, 558, 1194, 1197.1 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

SIXTH CAUSE OF ACTION

Failure to Pay Timely Wages During Employment

[Cal. Labor Code § 204]

(Against All DEFENDANTS)

42. PLAINTIFF refers to and incorporates by reference all facts alleged in

1 paragraphs 1-19 as if fully set forth herein.

2 43. Pursuant to California Labor Code § 204, for all labor performed between
3 the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their
4 nonexempt employees between the 16th and 26th day of the month during which the
5 labor was performed. California Labor Code § 204 also provides that for all labor
6 performed between the 16th and 30th days of any calendar month, DEFENDANTS are
7 required to pay their nonexempt employees between the 1st and 10th day of the following
8 calendar month. In addition, California Labor Code § 204 provides that all wages earned
9 for labor in excess of the normal work period shall be paid no later than the payday of the
10 next regular payroll period.

11 44. During the CLASS PERIOD, DEFENDANTS knowingly and willfully
12 failed to pay PLAINTIFF and CLASS MEMBERS all the wages they earned when due as
13 required by California Labor Code § 204.

14 45. Pursuant to California Labor Code § 210, failure to pay the wages of each
15 employee as provided in California Labor Code § 204 subjects DEFENDANTS to a civil
16 penalty of: (1) one hundred dollars (\$100) for each failure to pay each employee for each
17 initial violation; and (2) two hundred dollars (\$200) for each failure to pay each
18 employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each
19 subsequent violation.

20 46. DEFENDANTS' conduct described herein violates California Labor Code §
21 204. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
22 MEMBERS have been damaged in an amount according to proof at trial. Therefore,
23 pursuant to California Labor Code §§ 200, 210, 226, 558, 1194, 1197.1 and other
24 applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
25 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
26 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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SEVENTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Labor Code §§ 201, 202, 203]

(Against all DEFENDANTS)

47. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

48. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

49. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

50. California Labor Code § 203 provides that if an employer willfully fails to pay its employees any wages of an employee who is discharged or who quits in accordance with California Labor Code §§ 201 and 202, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

51. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.

52. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

53. As a proximate result of DEFENDANTS' unlawful actions and omissions,

1 PLAINTIFF and CLASS MEMBERS have been deprived of compensation and waiting
2 time penalties in an amount according to proof at the time of trial, but not in excess of the
3 jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest
4 thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

5 **EIGHTH CAUSE OF ACTION**

6 **Failure to Furnish Accurate Itemized Wage Statements**

7 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7]**

8 **(Against all DEFENDANTS)**

9 54. PLAINTIFF refers to and incorporates by reference all facts alleged in
10 paragraphs 1-19 as if fully set forth herein.

11 55. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll
12 policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages
13 earned and due, DEFENDANTS knowingly and intentionally failed to maintain records
14 as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-
15 2001, § 7 including, but not limited to, the following records: total daily hours worked by
16 each employee; applicable rates of pay; all deductions; meal periods; time records
17 showing when each employee begins and ends each work period; and accurate itemized
18 statements.

19 56. As a proximate result of DEFENDANTS' unlawful actions and omissions,
20 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
21 proof at trial, and are entitled to all wages earned and due, plus interest thereon.
22 Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
23 penalties, including, but not limited to, civil penalties pursuant to California Labor Code
24 §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys'
25 fees, including, but not limited to, those provided in California Labor Code § 226(e), as
26 well as other available remedies.

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NINTH CAUSE OF ACTION

Failure to Maintain Required Records

[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]

(Against all DEFENDANTS)

57. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

58. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; time records showing when each employee begins and ends each work period; and accurate itemized statements.

59. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including, but not limited to, civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including, but not limited to, those provided in California Labor Code § 226(e), as well as other available remedies.

TENTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against all DEFENDANTS)

60. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

61. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer.

62. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including, but not limited to, expenses for scrubs, uniforms, and other employment-related expenses, in violation of California Labor Code § 2802.

63. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other available remedies.

ELEVENTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]

(Against all DEFENDANTS)

64. PLAINTIFF refers to and incorporates by reference all facts alleged in paragraphs 1-19 as if fully set forth herein.

65. Each and every one of DEFENDANTS' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein including, but not limited to, DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay overtime compensation, DEFENDANTS'

1 failure and refusal to pay minimum wages, DEFENDANTS' failure and refusal to pay all
2 wages due to discharged or quitting employees, DEFENDANTS' failure and refusal to
3 furnish accurate itemized wage statements; DEFENDANTS' failure and refusal to
4 maintain required records, and DEFENDANTS' failure and refusal to indemnify
5 PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or losses incurring
6 in discharging their duties constitutes an unfair and unlawful business practice under
7 California Business and Professions Code § 17200, et seq.

8 66. DEFENDANTS' violations of California wage and hour laws constitute an
9 unfair or unlawful business practice because DEFENDANTS' aforementioned acts and
10 omissions were done repeatedly over a significant period of time, and in a systematic
11 manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

12 67. DEFENDANTS have avoided payment of wages, overtime wages, meal
13 period premium payments, rest period premium payments, and other benefits as required
14 by the California Labor Code, the California Code of Regulations, and the applicable
15 IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the
16 correct sums of assessment to the state authorities under the California Labor Code and
17 other applicable regulations.

18 68. As a result of DEFENDANTS' unfair and unlawful business practices,
19 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the
20 expense of PLAINTIFF, CLASS MEMBERS, and members of the public.
21 DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to
22 PLAINTIFF and CLASS MEMBERS.

23 69. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF
24 and CLASS MEMBERS to seek preliminary and permanent injunctive relief, including,
25 but not limited to, orders that DEFENDANTS account for, disgorge, and restore to
26 PLAINTIFF and CLASS MEMBERS the wages and other compensation unlawfully
27 withheld from them. PLAINTIFF and CLASS MEMBERS are entitled to restitution of
28 all monies to be disgorged from DEFENDANTS in an amount according to proof at the

1 time of trial, but not in excess of the jurisdiction of this Court.

2 **COLLECTIVE ACTION**

3 **TWELFTH CAUSE OF ACTION**

4 **Failure to Pay All Wages and Overtime Compensation in Violation of the Fair**

5 **Labor Standards Act**

6 **[29 U.S.C. § 201 *et seq.*]**

7 **(Against All DEFENDANTS)**

8 70. PLAINTIFF incorporates herein by specific reference, as though fully set
9 forth, the allegations in paragraphs 1 through 20.

10 71. The Fair Labor Standards Act (FLSA”), 29 U.S.C. § 201 *et seq.*, provides
11 that an employee must be compensated for all hours worked, including all straight time
12 compensation and overtime compensation.

13 72. The FLSA further provides that employees shall not be employed more than
14 40 hours in any workweek, unless they receive additional compensation beyond their
15 regular wages in amounts specified by law.

16 73. PLAINTIFF and all similarly situated employees (the “COLLECTIVE
17 CLASS”) are victims of a uniform and company-wide compensation policy which, in
18 violation of the FLSA, has been applied to all non-exempt employees who worked for
19 DEFENDANTS in the State of California.

20 74. DEFENDANTS have a uniform policy and practice of failing to pay
21 PLAINTIFF and the COLLECTIVE CLASS wages and overtime compensation for all
22 hours worked; requiring, permitting, or suffering PLAINTIFF and CLASS MEMBERS to
23 work off the clock; requiring, permitting, or suffering PLAINTIFF and CLASS
24 MEMBERS to work through meal and rest periods; illegally and inaccurately recording
25 time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
26 PLAINTIFF’S and CLASS MEMBERS’ records; and failing to provide accurate
27 itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period.

28 75. DEFENDANTS’ unlawful conduct, as described herein, has been willful and

1 intentional as prohibited under 29 U.S.C. § 255. DEFENDANTS were aware or should
2 have been aware that their practices were unlawful.

3 76. DEFENDANTS have acted neither in good faith nor with reasonable
4 grounds to believe that their actions and omissions were not a violation of the FLSA, and
5 as a result thereof, PLAINTIFFS and the COLLECTIVE CLASS are entitled to recover
6 an award of liquidated damages in an amount equal to the amount of unpaid wages and
7 overtime pay, and/or prejudgment interest at the applicable rate pursuant to 29 U.S.C.
8 §216(b).

9 77. By virtue of DEFENDANTS' unlawful failure to pay PLAINTIFF and
10 members of the COLLECTIVE CLASS for all hours worked, including overtime,
11 PLAINTIFF and the COLLECTIVE CLASS have suffered, and will continue to suffer,
12 damages in amounts which are presently unknown to PLAINTIFF and members of the
13 COLLECTIVE CLASS, but which will be ascertained according to proof at trial.
14 Accordingly, DEFENDANTS are liable for unpaid wages, together with an amount equal
15 as liquidated damages, attorney's fees and costs of this action.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, PLAINTIFF, individually, and on behalf of all other persons
18 similarly situated and aggrieved, respectfully prays for relief against DEFENDANTS and
19 DOES 1 through 50, inclusive, and each of them, as follows:

- 20 1. For compensatory damages in an amount to be ascertained at trial;
- 21 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as
22 well as disgorged profits from the unfair and unlawful business practices of
23 DEFENDANTS;
- 24 3. For meal and rest period compensation pursuant to California Labor Code §
25 226.7 and IWC Wage Order No. 5-2001;
- 26 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and
27 1197.1;
- 28 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS

1 from violating the relevant provisions of the California Labor Code and the IWC Wage
2 Orders, and from engaging in the unlawful business practices complained of herein;

3 6. For waiting time penalties pursuant to California Labor Code § 203;

4 7. For statutory and civil penalties according to proof, including, but not
5 limited to, all penalties authorized by the California Labor Code §§ 226(e) and 2699;

6 8. For interest on the unpaid wages at 10% per annum pursuant to California
7 Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other
8 applicable provision providing for pre-judgment interest;

9 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
10 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and/or any other applicable
11 provisions providing for attorneys' fees and costs;

12 10. For declaratory relief;

13 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth,
14 Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Causes of Action as a class action;

15 12. For an order certifying that the Twelfth Cause of Action may be maintained
16 as a collective action;

17 13. All unpaid wages and overtime compensation, and an additional and equal
18 amount as liquidated damages as provided under the law and pursuant to 29 U.S.C. §
19 216(b);

20 14. For an order appointing PLAINTIFF as a class representative and
21 PLAINTIFF'S counsel as class counsel; and

22 15. For such further relief that the Court may deem just and proper.

23 DATED July 27, 2017

Respectfully Submitted,
MATERN LAW GROUP, PC

24
25 By:


MATTHEW J. MATERN
JOSHUA D. BOXER

26
27 Attorneys for Plaintiff ERIK BROWN
28 individually and on behalf of others
similarly situated and aggrieved

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable by jury as of right.

DATED July 27, 2017

Respectfully Submitted,
MATERN LAW GROUP, PC

By: 

MATTHEW J. MATERN
JOSHUA D. BOXER

Attorneys for Plaintiff ERIK BROWN
individually and on behalf of others
similarly situated and aggrieved